

EXHIBIT 10

Proposed Tariff

TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

ILLINOIS TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by BROADVIEW NETWORKS, INC., with principal offices at 800 Westchester Avenue, Suite N-501, Rye Brook, NY 10573. This tariff applies to services furnished within Illinois. This tariff is on file with the Illinois Commerce Commission, where copies may be inspected, during normal business hours.

ISSUED:

EFFECTIVE:

By: Charles C. Hunter, Executive Vice President and General Counsel
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CHECK SHEET

Pages 1 through 18 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
13	Original*
14	Original*
15	Original*
16	Original*
17	Original*
18	Original*

*Denotes pages included with this filing.

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TABLE OF CONTENTS

TITLE SHEET	1
CHECK SHEET	2
TABLE OF CONTENTS	3
SYMBOLS	5
TARIFF FORMAT	6
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	8
SECTION 2 - RULES AND REGULATIONS	9
2.1 <u>Undertaking of Company</u>	9
2.2 <u>Limitations</u>	9
2.3 <u>Liabilities of the Company</u>	10
2.4 <u>Interruption of Service</u>	11
2.5 <u>Restoration of Service</u>	13
2.6 <u>Deposits</u>	13
2.7 <u>Advance Payments</u>	13
2.8 <u>Taxes</u>	14
SECTION 3 - DESCRIPTION OF SERVICES	16
3.1 <u>Usage Based Services</u>	16

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TELECOMMUNICATIONS SERVICES TARIFF

TABLE OF CONTENTS (Contd)

SECTION 4 - RATES.....	17
4.1 <u>General</u>	17
4.2 <u>Billing Increments</u>	17
4.3 <u>Uncompleted Calls</u>	17
4.4 <u>Time of Day and Distance Insensitive</u>	17
4.5 <u>Rates for 1+ and Toll Free Access</u>	17
4.6 <u>Rates for Calling Card Service</u>	17
4.7 <u>Miscellaneous Charges</u>	17
4.8 <u>Tax and Regulatory Assessment Administration Fee (TRAF)</u>	18

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TELECOMMUNICATIONS SERVICES TARIFF

SYMBOLS

The following are the only symbols used for the purpose indicated below:

- (C) - Changed regulation
- (D) - Discontinued rate or regulation
- (I) - Increase in rate
- (M) - Moved to/from another tariff location
- (N) - New rate or regulation
- (R) - Reduction in rate
- (T) - Change in text only

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the ICC. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the ICC follows in its tariff approval process, the most current page number on file with the ICC is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1.
2.1. I.A.
2.1. I.A. 1.
2.1.1.A.1.(a).
2.1.1.A.1.(a) I.
2.1.1.A.1.(a).I. (j)
2.1.1.A.1.(a).I.(i).(l).

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TARIFF FORMAT (Cont'd)

- D. Check Sheets - When a tariff filing is made with the ICC, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the ICC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A telephone line provided by local exchange carriers which connect a telephone or other communications device at a customer's location to BROADVIEW NETWORKS, INC.'s underlying carrier's telecommunications network switching center(s).

Authorization or Account Code - A numerical code of four to eleven digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of BROADVIEW NETWORKS, INC.'s Underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

Carrier or Company - BROADVIEW NETWORKS, INC.

Customer - The person, firm, corporation, end user or other entity which orders or uses services and is responsible for the payment of charges.

Holidays - New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

ICC - Illinois Commerce Commission.

Service Agreement - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

Rate Center - The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Illinois.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Company

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Illinois.

The Company's Services are available to its customers twenty four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.

2.2.2 Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.

2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations (cont'd)

2.2.4 In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Liabilities of the Company

2.3.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.

2.3.2 Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (cont'd)

2.3.3 Company shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
- (B) Claims for patent infringement arising from a customer's use of its equipment, facilities or systems with the Company's Services; and
- (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

2.4 Interruption of Service

- 2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.
- 2.4.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service (cont'd)

2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.

2.4.4 No credit shall be allowed:

- (A) For failure of services or facilities of customer; or
- (B) For failure of services or equipment caused by the negligence or wilful acts of customer.

2.4.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.

2.4.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party or its or their actions and/or equipment is/are not the cause thereof.

2.4.7 Credits are applicable only to that portion of service interrupted.

2.4.8 For purposes of credit computation, every month shall be considered to have 720 hours.

2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)2.4 Interruption of Service (cont'd)

2.4.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the Rules and Regulations of the Illinois Commerce Commission.

2.6 Deposits

The Company does not require a deposit from its customers.

2.7 Advance Payments

The Company does not collect advance payments.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

2.8.1 In the event Company incurs fees or expenses, including attorney's fees, to collect, or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements -

2.8.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.8 Taxes (cont'd)

- 2.8.3 Customer agrees that all actions, suits or proceedings, to recover charges due under this tariff shall be prosecuted in the State of New York. Customer consents to and submits to the exercise or jurisdiction over the subject matter, waives personal service under any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.
- 2.8.4 Pursuant to November 5, 1997 Order of the Illinois Commerce Commission, the company shall provide notice to new customers regarding the language of Section 2.8.3 of this tariff. The Notice shall take the form of Appendix A to the November 5, 1997 Order.

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SECTION 3 - DESCRIPTION OF SERVICES3.1 Usage Based Services

The Company's charges are based on the actual usage of Company's services, plus any special features and/or service options, if any. Charges begin when the designated communication termination(s) is/are accessed and enabled thereby ("connected") to receive the communication from the originating location on the network. Charges cease when the termination(s) is/are disconnected.

- 3.1.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and called stations are connected.
- 3.1.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- 3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.1.4 Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes.
- 3.1.5 The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

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SECTION 4 - RATES

4.1 General. Switched equal access services for 1+, toll free access and calling card services are available to business and residential customers 24 hours a day, seven days a week.

4.2 Billing Increments. Calls are billed in one minute increments with a minimum billing increment of two minutes for 1+ and toll free access services and three minutes for calling card services.

4.3 Uncompleted Calls. No charge is made for uncompleted calls.

4.4 Time of Day and Distance Insensitive. Charges are billed on a postalized or flat rated basis.

4.5 Rates for 1+ and Toll Free Access. The following rates apply to 1+ and toll free access services.

\$0.179/minute

4.6 Rates for calling card service.

\$0.269/minute

4.7 Miscellaneous Charges

4.7.1 Remote Access Surcharge. A surcharge applies to all calls made using an access code for remote (from non-presubscriber lines) call origination.

\$0.399/call

4.7.2 Directory Assistance. A Directory Assistance charge applies whether or not the requested number is provided. Up to two requests for listings within a single area code may be made on each call to Directory Assistance. If Directory Assistance is asked to dial the call, the charges applicable under section 4.5 or 4.6 apply for the duration of the call.

\$0.949/call

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SECTION 4 - RATES (Cont'd)

- 4.7.3 Taxes and Regulatory Fees and Expenses. A charge equal to the taxes imposed or regulatory fees assessed, plus Company's cost of collection and administration shall be made of \$0.018 per each minute of call duration for all 1+ and toll free access services and of \$0.027 each minute of all calling card call duration.

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